

1 MICHAEL C. BAUM (SBN 65158)
 E-Mail: mbaum@rpblaw.com
 2 ANDREW V. JABLON (SBN 199083)
 E-Mail: ajablon@rpblaw.com
 3 STACEY N. KNOX (SBN 192966)
 E-Mail: sknox@rpblaw.com
 4 RESCH POLSTER & BERGER LLP
 1840 Century Park East, 17th Floor
 5 Los Angeles, California 90067
 Telephone: 310-277-8300
 6 Facsimile: 310-552-3209
 7 Attorneys for Plaintiff Fabric Selection, Inc.

8
 9 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

11 FABRIC SELECTION, INC., a
 12 California corporation,

13 Plaintiff,

14 vs.

15 TOPSON DOWNS OF CALIFORNIA,
 INC., a California corporation; WAL-
 16 MART STORES, INC., a Delaware
 corporation; DANIEL
 17 ABRAMOVITCH, an individual; and
 DOES 1 through 50, Inclusive,

18 Defendants.
 19

Case No. 2:17-cv-05721-CAS-AFM

**~~[PROPOSED]~~ STIPULATED
 PROTECTIVE ORDER**

*Filed Concurrently with Stipulation for
 Protective Order*

Trial Date: October 30, 2018

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve trade secrets, customer and pricing lists and
13 other valuable research, development, commercial, financial, technical and/or
14 proprietary information for which special protection from public disclosure and
15 from use for any purpose other than prosecution of this action is warranted. Such
16 confidential and proprietary materials and information consist of, among other
17 things, confidential business or financial information, information regarding
18 confidential business practices, or other confidential research, development, or
19 commercial information (including information implicating privacy rights of third
20 parties), information otherwise generally unavailable to the public, or which may be
21 privileged or otherwise protected from disclosure under state or federal statutes,
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of
23 information, to facilitate the prompt resolution of disputes over confidentiality of
24 discovery materials, to adequately protect information the parties are entitled to keep
25 confidential, to ensure that the parties are permitted reasonable necessary uses of
26 such material in preparation for and in the conduct of trial, to address their handling
27 at the end of the litigation, and serve the ends of justice, a protective order for such
28

1 information is justified in this matter. It is the intent of the parties that information
2 will not be designated as confidential for tactical reasons and that nothing be so
3 designated without a good faith belief that it has been maintained in a confidential,
4 non-public manner, and there is good cause why it should not be part of the public
5 record of this case.

6 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
7 SEAL

8 The parties further acknowledge, as set forth in Section 12.3, below, that this
9 Stipulated Protective Order does not entitle them to file confidential information
10 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
11 and the standards that will be applied when a party seeks permission from the court
12 to file material under seal.

13 There is a strong presumption that the public has a right of access to judicial
14 proceedings and records in civil cases. In connection with non-dispositive motions,
15 good cause must be shown to support a filing under seal. See *Kamakana v. City and*
16 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
17 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
18 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
19 require good cause showing), and a specific showing of good cause or compelling
20 reasons with proper evidentiary support and legal justification, must be made with
21 respect to Protected Material that a party seeks to file under seal. The parties' mere
22 designation of Disclosure or Discovery Material as CONFIDENTIAL or HIGHLY
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY does not— without the
24 submission of competent evidence by declaration, establishing that the material
25 sought to be filed under seal qualifies as confidential, privileged, or otherwise
26 protectable—constitute good cause.

27 Further, if a party requests sealing related to a dispositive motion or trial, then
28

1 compelling reasons, not only good cause, for the sealing must be shown, and the
2 relief sought shall be narrowly tailored to serve the specific interest to be protected.
3 *See Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
4 each item or type of information, document, or thing sought to be filed or introduced
5 under seal in connection with a dispositive motion or trial, the party seeking
6 protection must articulate compelling reasons, supported by specific facts and legal
7 justification, for the requested sealing order. Again, competent evidence supporting
8 the application to file documents under seal must be provided by declaration.

9 Any document that is not confidential, privileged, or otherwise protectable in
10 its entirety will not be filed under seal if the confidential portions can be redacted.
11 If documents can be redacted, then a redacted version for public viewing, omitting
12 only the confidential, privileged, or otherwise protectable portions of the document,
13 shall be filed. Any application that seeks to file documents under seal in their
14 entirety should include an explanation of why redaction is not feasible.

15 2. DEFINITIONS

16 2.1 Action: *Fabric Selection, Inc. v. Topson Downs of California, Inc. et*
17 *al.* - Case No. 2:17-cv-05721-CAS-AFM.

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
19 information or items under this Order.

20 2.3(a) “CONFIDENTIAL” Information or Items: information (regardless of
21 how it is generated, stored or maintained) or tangible things that qualify for
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
23 the Good Cause Statement.

24 2.3(b) “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 Information or Items: information (regardless of how it is generated, stored or
26 maintained) or documents produced in discovery, pursuant to legal process, or
27 exchanged informally for purposes of settlement, if the person making the
28

1 designation reasonably believes, in good faith, that the material so designated
2 contains or constitutes highly confidential information, such as: trade secrets as
3 defined under California Civil Code § 3426.1; financial information including but
4 not limited to accounting records, revenues, costs, profits, confidential pricing, and
5 overhead; information relating to a Party's suppliers, distributors, or present or
6 prospective customers including but not limited to names, addresses, phone
7 numbers, and email addresses; business strategy including but not limited to future
8 business plans; information of an extremely high degree of current commercial
9 sensitivity and/or would provide a competitive advantage to its competitors if
10 disclosed.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
12 their support staff).

13 2.5 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
16 ONLY."

17 2.6 Disclosure or Discovery Material: all items or information, regardless
18 of the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are produced or
20 generated in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as
23 an expert witness or as a consultant in this Action.

24 2.8 House Counsel: attorneys who are employees of a party to this Action.
25 House Counsel does not include Outside Counsel of Record or any other outside
26 counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association or
28

1 other legal entity not named as a Party to this action.

2 2.10 Outside Counsel of Record: attorneys who are not employees of a party
3 to this Action but are retained to represent or advise a party to this Action and have
4 appeared in this Action on behalf of that party or are affiliated with a law firm that
5 has appeared on behalf of that party, and includes support staff.

6 2.11 Party: any party to this Action, including all of its officers, directors,
7 employees, consultants, retained experts, and Outside Counsel of Record (and their
8 support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
10 Discovery Material in this Action.

11 2.13 Professional Vendors: persons or entities that provide litigation support
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)
14 and their employees and subcontractors.

15 2.14 Protected Material: any Disclosure or Discovery Material that is
16 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
17 ATTORNEYS’ EYES ONLY.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only
22 Protected Material (as defined above), but also (1) any information copied or
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or
24 compilations of Protected Material; and (3) any testimony, conversations, or
25 presentations by Parties or their Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial shall be governed by the orders of the
27 trial judge. This Order does not govern the use of Protected Material at trial.
28

1 4. DURATION

2 The obligations of this Protective Order shall survive the termination of this
3 action. To the extent that Confidential or Highly Confidential – Attorneys’ Eyes
4 Only Information becomes known to the public through no fault of the Discovering
5 Party, such Confidential or Highly Confidential – Attorneys’ Eyes Only Information
6 shall no longer be subject to the terms of this Protective Order.

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or Non-Party that designates information or items for protection
10 under this Order must take care to limit any such designation to specific material
11 that qualifies under the appropriate standards. The Designating Party must designate
12 for protection only those parts of material, documents, items or oral or written
13 communications that qualify so that other portions of the material, documents, items
14 or communications for which protection is not warranted are not swept unjustifiably
15 within the ambit of this Order.

16 Mass, indiscriminate or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (e.g., to unnecessarily encumber the case development process or to impose
19 unnecessary expenses and burdens on other parties) may expose the Designating
20 Party to sanctions.

21 If it comes to a Designating Party’s attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in
25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28

1 produced.

2 Designation in conformity with this Order requires:

3 (a) for information in documentary form (e.g., paper or electronic
4 documents, but excluding transcripts of depositions or other pretrial or trial
5 proceedings), that the Producing Party affix at a minimum, the legend
6 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY
8 CONFIDENTIAL legend”), to each page that contains protected material. If only a
9 portion of the material on a page qualifies for protection, the Producing Party also
10 must clearly identify the protected portion(s) (e.g., by making appropriate markings
11 in the margins).

12 A Party or Non-Party that makes original documents available for inspection
13 need not designate them for protection until after the inspecting Party has indicated
14 which documents it would like copied and produced. During the inspection and
15 before the designation, all of the material made available for inspection shall be
16 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
17 documents it wants copied and produced, the Producing Party must determine which
18 documents, or portions thereof, qualify for protection under this Order. Then, before
19 producing the specified documents, the Producing Party must affix the
20 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to each page
21 that contains Protected Material. If only a portion of the material on a page qualifies
22 for protection, the Producing Party also must clearly identify the protected portion(s)
23 (e.g., by making appropriate markings in the margins).

24 (b) for testimony given in depositions that the Designating Party
25 identifies the Disclosure or Discovery Material on the record, before the close of the
26 deposition all protected testimony.

27 (c) for information produced in some form other than documentary
28

1 and for any other tangible items, that the Producing Party affix in a prominent place
2 on the exterior of the container or containers in which the information is stored the
3 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If only a portion or
4 portions of the information warrants protection, the Producing Party, to the extent
5 practicable, shall identify the protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
7 failure to designate qualified information or items does not, standing alone, waive
8 the Designating Party's right to secure protection under this Order for such material
9 provided that the Designating Party notifies all other Parties that such material is
10 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY
11 within ten (10) days from when the failure to designate first becomes known to the
12 Designating Party. Upon timely correction of a designation, the Receiving Party
13 must make reasonable efforts to assure that the material is treated in accordance
14 with the provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court's
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process under Local Rule 37-1 et seq.

21 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
22 joint stipulation pursuant to Local Rule 37-2.

23 6.4 The burden of persuasion in any such challenge proceeding shall be on
24 the Designating Party. Frivolous challenges, and those made for an improper
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
26 parties) may expose the Challenging Party to sanctions. Unless the Designating
27 Party has waived or withdrawn the confidentiality designation, all parties shall
28

1 continue to afford the material in question the level of protection to which it is
2 entitled under the Producing Party's designation until the Court rules on the
3 challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of section 13 below (FINAL
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action,
20 as well as employees of said Outside Counsel of Record to whom it is reasonably
21 necessary to disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel)
23 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to
25 whom disclosure is reasonably necessary for this Action and who have signed the
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the court and its personnel;
28

1 (e) court reporters and their staff;
 2 (f) professional jury or trial consultants, mock jurors, and
 3 Professional Vendors to whom disclosure is reasonably necessary for this Action
 4 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
 5 A);

6 (g) the author or recipient of a document containing the information
 7 or a custodian or other person who otherwise possessed or knew the information;

8 (h) during their depositions or pre-trial proceedings, witnesses, and
 9 attorneys for witnesses, in the Action to whom disclosure is reasonably necessary
 10 provided: (1) the deposing party requests that the witness sign the form attached as
 11 Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential
 12 information unless they sign the “Acknowledgment and Agreement to Be Bound”
 13 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
 14 court. Pages of transcribed deposition testimony or exhibits to depositions that
 15 reveal Protected Material may be separately bound by the court reporter and may
 16 not be disclosed to anyone except as permitted under this Stipulated Protective
 17 Order;

18 (i) any mediator or settlement officer, and their supporting
 19 personnel, mutually agreed upon by any of the parties engaged in settlement
 20 discussions;

21 (j) photocopy service personnel who photocopied or assisted in the
 22 photocopying or delivering of documents in this litigation;

23 (k) any person who the Parties agree in writing may receive
 24 CONFIDENTIAL Information.

25 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 26 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
 27 writing by the Designating Party, a Receiving Party may disclose any information or
 28

1 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
2 to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action,
4 as well as employees of said Outside Counsel of Record to whom it is reasonably
5 necessary to disclose the information for this Action;

6 (b) Experts (as defined in this Order) of the Receiving Party to
7 whom disclosure is reasonably necessary for this Action and who have signed the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (c) the court and its personnel;

10 (d) court reporters and their staff;

11 (e) professional jury or trial consultants, mock jurors, and
12 Professional Vendors to whom disclosure is reasonably necessary for this Action
13 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
14 A);

15 (f) the author or recipient of a document containing the information;

16 (g) any mediator or settlement officer, and their supporting
17 personnel, mutually agreed upon by any of the parties engaged in settlement
18 discussions; and

19 (h) photocopy service personnel who photocopied or assisted in the
20 photocopying or delivering of documents in this litigation.

21 Notwithstanding the foregoing restrictions on the disclosure of information
22 designated as “Highly Confidential” or “Attorney’s Eyes Only,” counsel for
23 Plaintiff may disclose to representatives of Plaintiff the following information: (1)
24 the number of units purchased and sold (at wholesale and/or retail level); (2)
25 claimed gross revenue; (3) the per unit cost of goods (at wholesale and/or retail
26 level); (4) claimed gross profit or loss; and (5) claimed deductions beyond cost of
27 goods attributable to the sale of the challenged goods (at wholesale and/or retail
28

level).

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as Protected Material that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as Protected Material. Such information

1 produced by Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should be
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-
9 Party that some or all of the information requested is subject to a confidentiality
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by
15 the Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court
17 within 14 days of receiving the notice and accompanying information, the Receiving
18 Party may produce the Non-Party's confidential information responsive to the
19 discovery request. If the Non-Party timely seeks a protective order, the Receiving
20 Party shall not produce any information in its possession or control that is subject to
21 the confidentiality agreement with the Non-Party before a determination by the
22 court.

23 Absent a court order to the contrary, the Non-Party shall bear the burden and
24 expense of seeking protection in this court of its Protected Material.

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
27 Protected Material to any person or in any circumstance not authorized under this
28

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
2 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
3 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
4 persons to whom unauthorized disclosures were made of all the terms of this Order,
5 and (d) request such person or persons to execute the “Acknowledgment and
6 Agreement to Be Bound” that is attached hereto as Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other protection,
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
13 may be established in an e-discovery order that provides for production without
14 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
15 as the parties reach an agreement on the effect of disclosure of a communication or
16 information covered by the attorney-client privilege or work product protection, the
17 parties may incorporate their agreement in the stipulated protective order submitted
18 to the court.

19 **12. MISCELLANEOUS**

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order, no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in this
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any
26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any
28

1 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
2 only be filed under seal pursuant to a court order authorizing the sealing of the
3 specific Protected Material at issue. If a Party's request to file Protected Material
4 under seal is denied by the court, then the Receiving Party may file the information
5 in the public record unless otherwise instructed by the court.

6 13. FINAL DISPOSITION

7 After the final disposition of this Action, as defined in paragraph 4, within 60
8 days of a written request by the Designating Party, each Receiving Party must return
9 all Protected Material to the Producing Party or destroy such material. As used in
10 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
11 summaries, and any other format reproducing or capturing any of the Protected
12 Material. Whether the Protected Material is returned or destroyed, the Receiving
13 Party must submit a written certification to the Producing Party (and, if not the same
14 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
15 (by category, where appropriate) all the Protected Material that was returned or
16 destroyed and (2) affirms that the Receiving Party has not retained any copies,
17 abstracts, compilations, summaries or any other format reproducing or capturing any
18 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
19 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
20 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
21 reports, attorney work product, and consultant and expert work product, even if such
22 materials contain Protected Material. Any such archival copies that contain or
23 constitute Protected Material remain subject to this Protective Order as set forth in
24 Section 4 (DURATION).

25 14. VIOLATION

26 Any violation of this Order may be punished by appropriate measures
27 including, without limitation, contempt proceedings and/or monetary sanctions.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 4/26/2018



ALEXANDER F. MacKINNON
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on _____, 2018 in the case of *Fabric Selection, Inc. v. Topson Downs of*
California, Inc. et al. - Case No. 2:17-cv-05721-CAS-AFM. I agree to comply with
 and to be

bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Central District of California for enforcing the terms of this Stipulated Protective
 Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Signature: _____

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On April 25, 2018, I served true copies of the following document(s) described as **[PROPOSED] STIPULATED PROTECTIVE ORDER** on the interested parties in this action as follows:

jthiele@glaserweil.com
GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP
10250 Constellation Boulevard, 19th
Floor
Los Angeles, CA 90067

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

/s/ Nazia Rahman
Nazia Rahman